

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

FILED-CLERK  
U.S. DISTRICT COURT  
2011 JUN 13 PM 4:06  
TEXAS-EASTERN

**David E. Mack**  
**Plaintiff**

**vs**

**J.A. CAMBECE LAW OFFICE**  
**CACH, LLC**  
**John Doe(s) 1 thru 10**  
**Defendants**

Case No 4:11cv347

Judge Schneider

**Trial by Jury Demanded**

**ORIGINAL COMPLAINT FOR VIOLATIONS OF THE FCRA**

**JURISDICTION**

1. This court has jurisdiction under 15 U.S.C. §1681p and 28 U.S.C §1331.
2. All conditions precedent to the bringing of this action have been performed.

**PARTIES**

3. The Plaintiff in this lawsuit is David E. Mack, a natural person, who resides in Collin County, Texas.
4. The Defendants in this lawsuit are J.A. CAMBECE LAW OFFICE an unknown entity with offices at Eight Bourbon Street, Peabody, MA 01960 and CACH, LLC an unknown entity with offices at 4340 S. Monaco Street, 2<sup>nd</sup> Floor, Denver, CO 80237.

**VENUE**

5. The occurrences which give rise to this action occurred in Collin County, Texas and Plaintiff resides in Collin County, Texas.

6. Venue is proper in the Eastern District of Texas Sherman Division.

**GENERAL ALLEGATIONS**

7. Plaintiff pulled his consumer credit reports from the three major credit reporting agencies and found entries by entities that he was unfamiliar with in the reports.
8. Plaintiff determined that his consumer credit report had been pulled on various occasions by various entities he did not recognize and without his consent.
9. Plaintiff found after examination of his TransUnion consumer credit report that Defendant J.A. CAMBECE LAW OFFICE on behalf of CACH, LLC had pulled Plaintiff's TransUnion consumer credit report on August 13, 2009.
10. Discovery of violations brought forth herein occurred in May 2011 and are within the statute of limitations as defined in FCRA, 15 U.S.C. § 1681p.

**Count I**

**VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15  
U.S.C. §1681 WILLFUL NON-COMPLIANCE BY DEFENDANTS  
J.A. CAMBECE LAW OFFICE AND CACH, LLC**

11. Paragraphs 1 through 10 are realleged as though fully set forth herein.
12. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
13. TransUnion is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
14. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).

15. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
16. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
17. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from Defendants J.A. CAMBECE LAW OFFICE or CACH, LLC.
18. At no time did Plaintiff give his consent for Defendant J.A. CAMBECE LAW OFFICE or CACH, LLC to acquire his consumer credit report from any credit reporting agency.
19. On August 13, 2009 Defendant J.A. CAMBECE LAW OFFICE on behalf of CACH, LLC obtained the TransUnion consumer credit report for the Plaintiff with no permissible purpose in violation of FCRA, 15 U.S.C. § 1681b.
20. The actions of Defendants J.A. CAMBECE LAW OFFICE and CACH, LLC of obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of FCRA, 15 U.S.C. § 1681b and an egregious violation of Plaintiff's right to privacy.

Wherefore, Plaintiff demands judgment for damages against Defendant, J.A. CAMBECE LAW OFFICE and CACH, LLC for statutory damages of \$1000.00 pursuant to 15 U.S.C. § 1681n, attorney's fees, and costs against each and every Defendant.

## **Count II**

### **VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681 NEGLIGENT NON-COMPLIANCE BY DEFENDANTS J.A. CAMBECE LAW OFFICE AND CACH, LLC**

21. Paragraphs 1 through 20 are realleged as though fully set forth herein.
22. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
23. TransUnion is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
24. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).
25. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
25. Defendants obtained Plaintiff's TransUnion consumer credit report negligently on August 13, 2009 with no permissible purpose under FCRA, 15 U.S.C. § 1681b and thereby damaged Plaintiff by causing Plaintiff's credit score to decline resulting in Plaintiff having to pay higher auto insurance premiums.

Wherefore, Plaintiff demands judgment for damages against Defendant J.A. CAMBECE LAW OFFICE and CACH, LLC for actual and punitive damages so

determined by this honorable court, attorney's fees, and costs pursuant to 15 U.S.C. § 1681o against each and every Defendant.

**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: June 13, 2011

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "David E. Mack", is written over a horizontal line.

David E. Mack  
7720 McCallum Blvd. #2099  
Dallas, Texas 75252  
972-735-9642

Service to:

J.A. CAMBECE LAW OFFICE  
Eight Bourbon Street  
Peabody, MA 01960

CACH, LLC  
4340 S. Monaco Street 2<sup>nd</sup> Floor  
Denver, CO 80237